Company Tracking Number: 20030: TRAD IRA END G 4123 (07/08)

TOI: A10 Annuities - Other Sub-TOI: A10.000 Annuities - Other

 Product Name:
 20030: Trad IRA End G 4123 (07/08)

 Project Name/Number:
 20030: Trad IRA End G 4123 (07/08)/20030

Filing at a Glance

Company: Great Southern Life Insurance Company

Product Name: 20030: Trad IRA End G 4123 SERFF Tr Num: AFLC-126032853 State: Arkansas

(07/08)

TOI: A10 Annuities - Other SERFF Status: Closed-Approved-State Tr Num: 41524

Closed

Sub-TOI: A10.000 Annuities - Other Co Tr Num: 20030: TRAD IRA State Status: Approved-Closed

END G 4123 (07/08)

Filing Type: Form Reviewer(s): Linda Bird

Author: Ronni Jones Disposition Date: 02/13/2009
Date Submitted: 02/12/2009 Disposition Status: Approved-

Closed

Implementation Date Requested: On Approval Implementation Date:

State Filing Description:

General Information

Project Name: 20030: Trad IRA End G 4123 (07/08)

Status of Filing in Domicile: Authorized

Project Number: 20030

Date Approved in Domicile: 12/30/2008

Requested Filing Mode: Review & Approval

Domicile Status Comments: This filing was

approved in Texas, our state of domicile, on December 30, 2008.

Explanation for Combination/Other:

Submission Type: New Submission

Overall Rate Impact:

Market Type: Individual

Group Market Size:

Group Market Type:

Filing Status Changed: 02/13/2009 Explanation for Other Group Market Type:

State Status Changed: 02/13/2009

Deemer Date: Created By: Ronni Jones

Submitted By: Ronni Jones Corresponding Filing Tracking Number:

Filing Description:

This is a new Traditional IRA Endorsement, form 4123 (07/08), that is designed to comply with current federal law requirements. The form will be used with fixed flexible premium deferred annuities that have been, or will be, approved in your jurisdiction when they are marketed as a Traditional IRA annuity. The form will be delivered to in-force contracts issued as a Traditional IRA annuity.

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A Flesch readability score is not required for this form since it uses Government language.

Company and Contact

Filing Contact Information

Ronni Jones, Associate Compliance Analyst ronni.jones@americo.com 300 W. 11th Street 816-512-2831 [Phone] Kansas City, MO 64105 816-391-2083 [FAX]

Filing Company Information

Great Southern Life Insurance Company CoCode: 90212 State of Domicile: Texas

300 West 11th Street Group Code: 449 Company Type: Kansas City, MO 64105 Group Name: State ID Number:

(800) 231-0801 ext. [Phone] FEIN Number: 74-2058261

Filing Fees

Fee Required? Yes
Fee Amount: \$50.00
Retaliatory? Yes

Fee Explanation: $1 \times $50.00 = 50.00

Per Company: No

COMPANY AMOUNT DATE PROCESSED TRANSACTION #

Great Southern Life Insurance Company \$50.00 02/12/2009 25685209

 SERFF Tracking Number:
 AFLC-126032853
 State:
 Arkansas

 Filing Company:
 Great Southern Life Insurance Company
 State Tracking Number:
 41524

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved- Closed	Linda Bird	02/13/2009	02/13/2009

Company Tracking Number: 20030: TRAD IRA END G 4123 (07/08)

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Project Name/Number: 20030: Trad IRA End G 4123 (07/08)/20030

Disposition

Disposition Date: 02/13/2009

Implementation Date:
Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

Company Tracking Number: 20030: TRAD IRA END G 4123 (07/08)

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Product Name: 20030: Trad IRA End G 4123 (07/08)

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Schedule Item Schedule Item Status Public Access

Supporting DocumentFlesch CertificationNoSupporting DocumentApplicationNoSupporting DocumentLife & Annuity - Acturial MemoNoFormTraditional IRA EndorsementYes

 SERFF Tracking Number:
 AFLC-126032853
 State:
 Arkansas

 Filing Company:
 Great Southern Life Insurance Company
 State Tracking Number:
 41524

Company Tracking Number: 20030: TRAD IRA END G 4123 (07/08)

TOI: A10 Annuities - Other Sub-TOI: A10.000 Annuities - Other

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Project Name/Number: 20030: Trad IRA End G 4123 (07/08)/20030

Form Schedule

Lead Form Number: GAA4123 (07/08)

Schedule	Form	Form Type Form Name	Action	Action Specific	Readability	Attachment
Item	Number			Data		
Status						
	GAA4123 (07/08)	Policy/Cont Traditional IRA ract/Fratern Endorsement al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial		0.000	GAA4123 (07-08).pdf

GREAT SOUTHERN LIFE INSURANCE COMPANY

Individual Retirement Annuity Endorsement Traditional IRA

For purposes of this endorsement, the term "Contract" refers to an individual Annuity Policy or Contract or to an Annuity Certificate issued under a group policy.

The owner has requested the Contract be qualified as an Individual Retirement Annuity (IRA) under Section 408(b) of the Internal Revenue Code of 1986 ("the Code"). Therefore, the Contract is amended by the addition of the following sections. The terms of this Endorsement shall override any conflicting provisions of the Contract.

- OWNER The owner of the Contract shall be the Annuitant.
- 2. **EXCLUSIVE BENEFIT** This Contract is for the exclusive benefit of the Owner and his/her beneficiaries.
- 3. **CONTRIBUTIONS** (a) Except in the case of a rollover contribution (as permitted by Internal Revenue Code §§ 402 (c), 402 (e) (6), 403 (a) (4), 403 (b) (8), 403 (b) (10), 408 (d) (3)) and 457 (e) (16) or a contribution made in accordance with the terms of a Simplified Employee Pension (SEP) as described in § 408 (k), no contributions will be accepted unless they are in cash, and the total of such contributions shall not exceed the lesser of Includible Compensation or:

\$3,000 for any taxable year beginning in 2002 through 2004; \$4,000 for any taxable year beginning in 2005 through 2007; and \$5,000 for any taxable year beginning in 2008 and years thereafter.

After 2008, the limit will be adjusted by the Secretary of the Treasury for cost-of-living increases under Code § 219 (b) (5) (D). Such adjustments will be in multiples of \$500.

(b) In the case of an individual who is 50 or older, the annual cash contribution limit is increased by:

\$500 for any taxable year beginning in 2002 through 2005; and \$1,000 for any taxable year beginning in 2006 and years thereafter.

- (c) In addition to the amounts described in paragraphs (a) and (b) above, an individual may make a repayment on a qualified reservist distribution described in Code § 72(t)(2)(G) during the 2-year period beginning on the day after the end of the active duty period or by August 17, 2008, if later.
- (d) In addition to the amounts described in paragraphs (a) and (c) above, an individual who was a participant in a § 401(k) plan of a certain employer in bankruptcy described in Code § 219(b)(5)(C) may contribute up to \$3,000 for taxable years beginning after 2006 and before 2010 only. An individual who makes contribution under this paragraph (d) may not also make contributions under paragraph (b).
- (e) No contributions will be accepted under a SIMPLE IRA plan established by any employer pursuant to § 408 (p). Also, no transfer or rollover of funds attributable to contributions made by a particular employer under its SIMPLE IRA plan will be accepted from a SIMPLE IRA, that is, an IRA used in conjunction with a SIMPLE IRA plan, prior to the expiration of the 2-year period beginning on the date the individual first participated in that employer's SIMPLE IRA plan.
- 4. **DISTRIBUTION OF INTEREST** (a) Notwithstanding any provision of this Contract to the contrary, the distribution of the Owner's interest in the IRA shall be made in accordance with the requirements of Code § 408 (b) (3) and the regulations thereunder, the provisions of which are herein incorporated by reference. If distributions are not made in the form of an annuity on an irrevocable basis (except for acceleration), then distribution of the interest in the IRA (as determined under section 5 (c) of this endorsement) must satisfy the requirements of Code § 408 (a) (6) and the regulations thereunder, rather than paragraphs (b), (c) and (d) below and section 5 of this endorsement.

- (b) The entire interest of the Owner for whose benefit the contract is maintained will commence to be distributed no later than the first day of April following the calendar year in which such individual attains age 70 ½ (the "required beginning date") over (a) the life of such Owner or the lives of such Owner and his or her designated beneficiary or (b) a period certain not extending beyond the life expectancy of such Owner or the joint and last survivor expectancy of such Owner and his or her designated beneficiary. Payments must be made in periodic payments at intervals of no longer than 1 year and must be either nonincreasing or they may increase only as provided in Q&As-1 and -4 of § 1.401 (a) (9)-6 of the Income Tax Regulations. In addition, any distribution must satisfy the incidental benefit requirement specified in Q&A-2 of § 1.401 (a) (9)-6.
- (c)The distribution periods described in paragraph (b) above cannot exceed the periods specified in § 1.401 (a) (9)-6 of the Income Tax Regulations.
- (d) The first required payment can be made as late as April 1 of the year following the year the individual attains age 70 ½ and must be the payment that is required for one payment interval. The second payment need not be made until the end of the next payment interval.
- 5. **DISTRIBUTION UPON DEATH** (a) Death On or After Required Distributions Commence. If the Owner dies on or after required distributions commence, the remaining portion of his or her interest will continue to be distributed under the contract option chosen.
 - (b) Death Before Required Distributions Commence. If the Owner dies before required distributions commence, his or her entire interest will be distributed at least as rapidly as follows:
 - (1) If the designated beneficiary is someone other than the Owner's surviving spouse, the entire interest will be distributed, starting by the end of the calendar year following the calendar year of the Owner's death, over the remaining life expectancy of the designated beneficiary, with such life expectancy determined using the age of the beneficiary as of his or her birthday in the year following the year of the individual's death, or, if elected, in accordance with paragraph (b) (3) below.
 - (2) If the Owner's sole designated beneficiary is the Owner's surviving spouse, the entire interest will be distributed, starting by the end of the calendar year following the calendar year of the Owner's death (or by the end of the calendar year in which the individual would have attained age 70 ½, (if later), over such spouse's life, or, if elected, in accordance with paragraph (b) (3) below. If the surviving spouse dies before required distributions commence to him or her, the remaining interest will be distributed, starting by the end of the calendar year following the calendar year of the spouse's death, over the spouse's designated beneficiary's remaining life expectancy determined using such beneficiary's age as of his or her birthday in the year following the death of the spouse, or, if elected, will be distributed in accordance with paragraph (b) (3) below. If the surviving spouse dies after required distributions commence to him or her, any remaining interest will continue to be distributed under the contract option chosen.
 - (3) If there is no designated beneficiary, or if applicable by operation of paragraph (b) (1) or (b) (2) above, the entire interest will be distributed by the end of the calendar year containing the fifth anniversary of the Owner's death (or of the spouse's death in the case of the surviving spouse's death before distributions are required to begin under paragraph (b) (2) above).
 - (4) Life expectancy is determined using the Single Life Table in Q&A-1 of § 1.401 (a) (9)-9 of the Income Tax Regulations. If distributions are being made to a surviving spouse as the sole designated beneficiary, such spouse's remaining life expectancy for a year is the number in the Single Life Table corresponding to such spouse's age in the year. In all other cases, remaining life expectancy for a year is the number in the Single Life Table corresponding to the beneficiary's age in the year specified in paragraph (b) (1) or (2) and reduced by 1 for each subsequent year.
 - (c) The "interest" in the IRA includes the amount of any outstanding rollover, transfer and recharacterization under Q&As-7 and -8 of § 1.408-8 of the Income Tax Regulations and the actuarial value of any other benefits provided under the IRA, such as guaranteed death benefits.
 - (d) For purposes of paragraphs (a) and (b) above, required distributions are considered to commence on the Owner's required beginning date or, if applicable, on the date distributions are

required to begin to the surviving spouse under paragraph (b) (2) above. However, if distributions start prior to the applicable date in the preceding sentence, on an irrevocable basis (except for acceleration) under an annuity contract meeting the requirements of § 1.401 (a) (9) –6 of the Income Tax Regulations, then required distributions are considered to commence on the annuity starting date.

- (e) If the sole designated beneficiary is the Owner's surviving spouse, the spouse may elect to treat the IRA as his or her own IRA. This election will be deemed to have been made if such surviving spouse makes a contribution to the IRA or fails to take required distributions as a beneficiary.
- 6. **NONFORFEITABLE** The interest of the Owner is nonforfeitable.
- 7. **NONTRANSFERABLE** This contract is nontransferable by the Owner.
- 8. **APPLICATION OF REFUND PREMIUMS** Any refund of premiums (other than those attributable to excess contributions) will be applied, before the close of the calendar year following the year of the refund, toward the payment of future premiums or the purchase of additional benefits.
- 9. **REINSTATEMENT OF CONTRACT.** If the Contract is on a paid-up basis under the non-forfeiture provisions of the Contract, it may be restored to a premium paying basis in accordance with the provisions of the Contract. We will reinstate the Contract upon payment of a premium to Us provided that: (a) such premium payment is not less than the per payment minimum described in the Contract (not to exceed \$50.00); (b) the owner is living; (c) the premium is received before the maturity date; and (d) the owner's entire interest has not been paid.

The immediately preceding paragraph does not apply if the Contract to which this Endorsement is attached is issued as a single premium annuity.

- 10. ANNUAL REPORTS The Company will furnish annual calendar year reports concerning the status of the annuity and such information concerning required minimum distributions as is prescribed by the Commissioner of Internal Revenue.
- 11. **INCLUDIBLE COMPENSATION** Compensation means wages, salaries, professional fees, or other amounts derived from or received for personal services actually rendered (including, but not limited to commissions paid salesmen, compensation for services on the basis of a percentage of profits, commissions on insurance premiums, tips, and bonuses) and includes earned income, as defined in Code § 401 (c) (2) (reduced by the deduction the self employed individual takes for contributions made to a self-employed retirement plan). For purposes of this definition, § 401 (c) (2) shall be applied as if the term trade or business for purposes of § 1402 included service described in subsection (c) (6). Compensation does not include amounts derived from or received as earning or profits from property (including but not limited to interest and dividends) or amounts not includible in gross income. Compensation also does not include any amount received as a pension or annuity or as deferred compensation. The term "compensation" shall include any amount includible in the individual's gross income under § 71 with respect to a divorce or separation instrument described in subparagraph (A) of § 71 (b) (2).
- 12. MODIFICATION OF PROVISIONS. The above provisions are made a part of this Contract in order to satisfy the requirements of Section 408(b) of the Internal Revenue Code of 1986, and shall be modified as may become necessary for compliance with the Code and applicable Income Tax Regulations. Any amendment of this Endorsement will become effective only if acceptable by the Owner. If amendment is required to maintain such requirements and such amendment is not acceptable by the owner, this endorsement shall terminate as of the date such amendment is required.

This Endorsement is a part of this Contract to which it is attached.

J.L. Tostinie
Secretary

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Supporting Document Schedules

Item Status: Status

Date:

Bypassed - Item: Flesch Certification

Bypass Reason: A Flesch readability score is not required for this form since it uses Government language.

Comments:

Item Status: Status

Date:

Bypassed - Item: Application

Bypass Reason: Not applicable for this filing.

Comments:

Item Status: Status

Date:

Bypassed - Item: Life & Annuity - Acturial Memo
Bypass Reason: Not applicable for this filing.

Comments: